

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

UROGEN PHARMA LTD., and UROGEN)	
PHARMA, INC.,)	
)	
Plaintiffs,)	
)	C.A. No. 24-417-JFM
v.)	
)	
TEVA PHARMACEUTICALS, INC. and)	
TEVA PHARMACEUTICALS USA, INC.,)	
)	
Defendants.)	

**STIPULATION AND ORDER RE: CLAIM
CONSTRUCTION**

The parties hereby stipulate and agree, subject to the approval of the Court, as follows:

I. U.S. Patent No. 9,040,074 & U.S. Patent No. 9,950,069 – Agreed Upon Constructions

The following claim terms should be given the agreed upon proposed constructions set forth below.

Claim(s)	Term	Agreed Upon Construction
Both patents: 1-3, 8, 10, 12, 14	“comprising...and the balance water”	“Containing a portion of water which is the remainder, but not necessarily the entire remainder”; does not exclude, additional, unrecited elements.
Both patents: 1-3, 8, 10, 12, 14	“%”	“Percent by weight (w/w)”

II. U.S. Patent No. 9,040,074 & U.S. Patent No. 9,950,069 - Terms proposed by Defendants as Indefinite

Defendants contend that two claim terms are indefinite. Plaintiffs do not agree that these claim terms are indefinite and contend that the terms do not require construction and have their ordinary and customary meanings. For those terms that Defendants have proposed are indefinite,

the parties agree, subject to the approval of the Court, to postpone resolution of indefiniteness until trial.

Claim(s)	Term	Plaintiffs' Proposed Construction	Defendants' Proposed Construction
'074 patent – 1-3, 8, 10, 12, 14 '069 patent - 3	“ethylene oxide/propylene oxide triblock copolymer having a general formula E101 P56 E101”	Ordinary and customary meaning	Indefinite
'074 patent – 8, 10, 12 and 14 '069 patent - 8, 10, 12 and 14	“active pharmaceutical ingredient”	Ordinary and customary meaning	Indefinite

The parties do not believe that any other claim term at issue in this case requires construction at this time. The parties therefore consent to the removal of the *Markman* hearing from the calendar, subject to the Court’s discretion and approval of this stipulation.

DATED: January 24, 2025

MCCARTER & ENGLISH, LLP

/s/ Alexandra M. Joyce

Daniel M. Silver (No. 4758)
Alexandra M. Joyce (No. 6423)
Renaissance Centre
405 North King Street, 8th Floor
Wilmington, DE 19801
(302) 984-6300
dsilver@mccarter.com
ajoyce@mccarter.com

*Attorneys for Plaintiffs Urogen Pharma Ltd.
And Urogen Pharma, Inc.*

SHAW KELLER LLP

/s/ Karen E. Keller

Karen E. Keller (No. 4489)
Nathan R. Hoeschen (No. 6232)
Lindsey M. Gellar (No. 7202)
I.M. Pei Building
1105 North Market Street, 12th Floor
Wilmington, DE 19801
(302) 298-0700
kkeller@shawkeller.com
nhoeschen@shawkeller.com
lgellar@shawkeller.com

*Attorneys for Defendants
Teva Pharmaceuticals, Inc. and Teva
Pharmaceuticals USA, Inc.*

IT IS SO ORDERED this 27th day of February, 2025.


Honorable John F. Murphy

2 United States District Judge